

OR1117PC1261

RESIDENTIAL

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR NATURAL WELLS SUBDIVISION

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
JUN 9 12 10 PM 1984
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

673076

STATE OF FLORIDA
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS: That this Declaration of Covenants and Restrictions, made and entered into on this 29th day of MAY, 1984, by RICHARD H. FRIEDBERG, hereinafter referred to as Developer,

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property in the County of Leon and State of Florida, commonly known as NATURAL WELLS SUBDIVISION and desires to create therein a residential subdivision with roads, streets, street lights, security service, drainage and utility easements, and/or other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said roads, streets, street lights, security service, drainage and utility easements, and other common facilities, and, to this end, desires to subject the real property described in Exhibit "A", to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

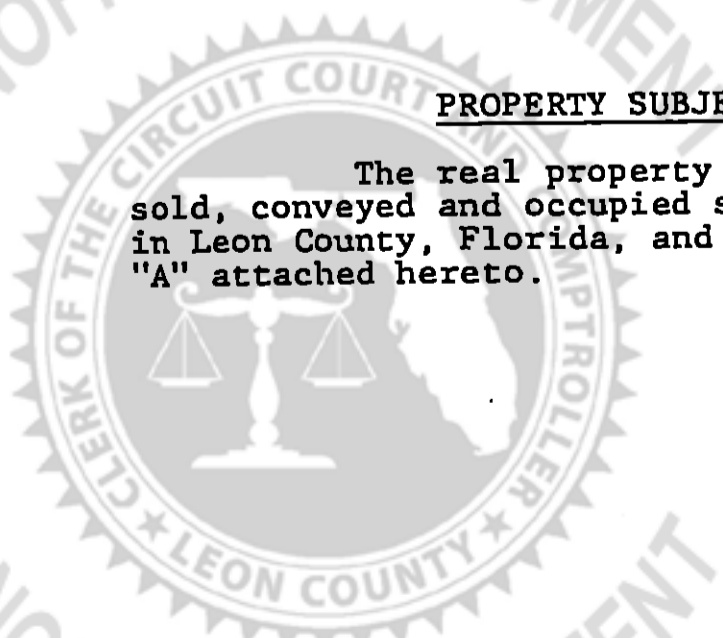
WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, NATURAL WELLS HOMEOWNER'S ASSOCIATION, for the purposes of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described in Exhibit "A" attached hereto.



ARTICLE II

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DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the NATURAL WELLS HOMEOWNERS' ASSOCIATION, INC.

(b) "Board" shall mean and refer to the Board of Directors of the NATURAL WELLS HOMEOWNERS' ASSOCIATION, INC.

✓ (c) "Common Properties" shall mean and refer to those areas of land and easements described in Exhibit "B" and intended to be devoted to the common use and enjoyment of the owners of The Properties, as well as any property donated to the Association by the Developer.

(e) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IX, Section 1, hereof.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any site situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Site" shall mean a portion or contiguous portions of said property, which accommodate a single use or related uses under single control. Prior to improvement to the site, "site" shall mean sites (lots) 1 through 34, except for lots 5, 6 and 27 shown on attached Exhibit "A". After improvements to the site providing for residential use, "site" shall mean each residential building unit and its adjoining property.

(h) "The Properties" shall mean and refer to all such existing properties described in Exhibit "A".

(i) "Committee" shall mean and refer to the Architectural Control Committee.

(j) "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, out-buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, streets, drainage, walkways, wells, fences, hedges, mass plantings, entrance ways or ages and signs.

ARTICLE III

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically

extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the sites has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE IV

AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation. With the concurrence of the Owners of seventy-five (75%) percent of the owners of property described in Exhibit "A", the Developer may amend, alter, modify or delete any portion of these covenants and restrictions.

ARTICLE V

ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land described in Article I hereof.

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ARTICLE VI

LAND USE, BUILDING TYPE AND LOCATION

Section 1. No site (lot) within NATURAL WELLS shall be used except for residential purposes. No building of any type shall be erected, altered, placed or permitted to remain on any site other than one detached single-family dwelling not to exceed two stories in height, providing further, that no more than one such residence shall be located on any one lot portion of said land. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. In no event shall construction of a dwelling require more than 6 months to complete. Residential buildings should be properly maintained.

Section 2. No mobile home shall be placed on any site (lot) unless such mobile home is a "double wide" with minimum width of 24' and length of 40', and has a house-type roof with shingles. No bowed roof or metal roofs will be permitted. Single wide mobile homes will be permitted on sites (lots) 9 through 23. Minimum length of 60'. Provided, however, all used mobile homes must be in good repair and no older than three years. Used mobile homes will be permitted subject to "Committee's" inspection and approval.

No mobile home shall be placed on any site (lot) unless such mobile home has been manufactured by a company engaged in the manufacture of mobile homes. It is the intention of this restriction to prohibit the location of any "homemade" mobile home on any of aforesaid lots. It is required, and shall be the responsibility of the owner, to provide a foundation and complete ground to floor skirting for the mobile or modular home. This skirting is to be installed within four weeks from the date of moving the mobile or modular home on to the tract. Skirting material should be of the same or compatible material as the exterior of the mobile home. Any mobile home that is not a new mobile home, must be inspected and approved in writing by the "Committee" or its duly authorized representative.

All sites (lots) are restricted to occupancy by a single-family, living in a single mobile home. Leasing or sub-leasing of a mobile home or a site (lot) to a party other than the buyer or purchaser of a site (lot) shall be permitted, provided that all leasing or sub-leasing, in all respects, conform with these restrictive covenants.

Section 3. No travel trailer may be used as a permanent residence. Travel trailers may be used as temporary residence by owners of a site (lot) or sites (lots) for a period not to exceed 15 consecutive days nor more than 30 days annually. Storage of recreational vehicles is permitted on sites (lots) with a permanent dwelling and shall be stored behind said dwelling, so as not to be visible from the road.

Section 4. Accessory buildings are permitted as long as the construction of said accessory buildings are of a permanent character and compatible with the construction and appearance of the main residence, and shall be approved by the "Committee".

Section 5. No building shall be located on any site (lot) nearer than 60 feet to the road property line, or nearer than 20 feet to any side or rear property line.

Section 6. No noxious or offensive activity shall be carried on upon the property nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.

Section 7. No temporary structure such as a garage, tent, shack, barn, or other outbuilding shall be used on the property at any time as a residence.

Section 8. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the property. No derrick or other structure designed for the use of boring for oil or natural gas shall be erected or maintained for any commercial purposes.

Section 9. No animals, livestock, or poultry of any kind, shall be raised, bred or kept on the property except dogs, cats, or other household pets.

Section 10. No parcel shall be used or maintained as a dumping ground for rubbish and trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in clean and sanitary conditions. Lots should be maintained in their natural or landscaped conditions and kept free of debris.

Section 11. No sewage disposal system shall be permitted on the property unless such system is designated, located and constructed in accordance with the requirements, standards, and recommendations of the State of Florida and Leon County Health Departments. Approval of such systems as installed shall be obtained from such department or departments.

Section 12. All boats and travel or utility trailers shall be stored and placed neatly in a garage, carport or in a driveway on the rear of the subject sites (lots).

Section 13. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport and shall not be visible from the street.

Section 14. All clotheslines and playground equipment, including, but not limited to swings, swing sets, merry-go-rounds, play pens, sand boxes, toys, etc., shall be located in the rear yard of the home and not in the front yard.

Section 15. There shall be no television or radio antennas or aerials erected on the street side of the mobile home and all television and radio antennas or aerials that service each home shall be located not further than ten (10) feet from the rear of said mobile home.

Section 16. All cars shall be parked in an orderly and neat fashion, and in a driveway, carport or garage. No buses or trucks larger than a 3/4 ton pickup truck shall be parked in the subdivision.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Membership. The Architectural Control Committee is composed of three members to be appointed by the Developer. A majority of the committee may designate a representative to act for

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it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Procedure. The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications or type and size of mobile home have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof or within 90 days from the placement of a mobile home on a site (lot), approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE VIII

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and for roads for ingress and egress are reserved as shown on description in Exhibit "D". Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each site and all improvements in it shall be maintained continuously by the owner thereof, except for those improvements for which the Association, a public authority or utility company is responsible.

ARTICLE IX

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee, or undivided fee, interest in any site which is subject to covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person. The record owner may, at his option, designate that the occupant of a residential living unit be the member of his stead.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each single-family site, and, ~~in the case of a multi-family site, one-half (1/2) vote for each residential living unit in which they hold the interests required for membership by Section 1.~~ When more than one person holds such interest or interests in any site, all such persons shall be members, and the vote for such site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such site.

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Class B. Class B members shall be the Developers. The Class B member shall be entitled to three votes for each site in which it holds the interest required for membership by Section 1. The Class B membership shall cease and be converted to Class A membership in the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On January 1, 1986.

ARTICLE X

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every site.

Section 2. Title to Common Properties. Title to the Common Properties shall be vested in the Association by virtue of a conveyance from the Developer prior to the conveyance of any site by the Developer.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(c) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or tuality for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of

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membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken.

ARTICLE XI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each site owned by him within the Properties, hereby covenants and each Owner of any site by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, operation and maintenance of street lights, streets, roads, easements and roadways, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1, 1986, the annual assessment shall be Fifty (\$50.00) Dollars per site. From and after January 1, 1986, the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three (3) years, and at the end of each such period of three (3) years for each succeeding period of three (3) years. Any member, paying the annual dues on or prior to June 1 of the year in which the same becomes due, shall be entitled to pay only the sum of Forty (\$40.00) Dollars. From and after June 1 of each year, the annual dues shall be Fifty (\$50.00) Dollars.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the

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necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purposes of the meeting.

Section 5. Change in Basis and Maximum Amount of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. No assessment shall be due until all promised improvements have been completed by the Developer and Warranty Deeds or Contract for Deed issued.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of April of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board shall fix the date of the commencement, and the amount of the assessment against each site, for each assessment period at least thirty (30) days in advance of such date or period and shall, at

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that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment thereupon shall be sent to every Owner subject thereto.

The Association shall, upon demand, furnish at any time to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien, Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article II hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 12. Developer covenants that he will bear the expenses of the Association for one (1) years, commencing with the date of this instrument.

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ARTICLE XII

MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, in the event an Owner of any site in the Properties shall fail to maintain the premises in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to provide maintenance upon vacant sites which are subject to assessment. Such maintenance as to a vacant site may include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the site upon which such maintenance is done and shall be added to and become part of the annual maintenance assessments or charge to which such site is subject under Article XI hereof and, as part of such annual assessment or charge, it shall be a lien against said property as heretofore defined and limited, and a personal obligation to the Owner, as heretofore limited, and shall become due and payable in all respects as provided in Article XI hereof.

ARTICLE XIII

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, and Amendment of this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, said Developer has caused this instrument to be signed in his name this 29th day of MAY, 1984.

Signed, sealed and delivered in the presence of:

Silvia Colon
James Hughes

x [Signature] (SEAL)
RICHARD H. FRIEDBERG

STATE OF New York
COUNTY OF New York:

Sworn to and subscribed before me by RICHARD H. FRIEDBERG, this 29th day of May, 1984.

[Signature]
Notary Public for the State and County aforesaid.

My Commission Expires: 3-30-85

ANTHONY J. TESORIERO
Notary Public, State of New York
No. 43-4788598
Qualified in Richmond County
Commission Expires March 30, 1985



LEGAL DESCRIPTION OF NATURAL WELLS
SUB-DIVISION

PARCEL 1 -

Commence at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 21, Township 2 South, Range 1 East, Leon County, Florida, and thence run East 267.27 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 00 degrees 06 minutes 18 seconds East 260.77 feet to the Southerly boundary of a 60.00 foot roadway easement, thence run East along said Southerly boundary 704.12 feet to the centerline of the 100.00 foot right-of-way of a City of Tallahassee power line easement, thence run South 11 degrees 36 minutes 17 seconds East along said centerline 266.20 feet, thence run West 758.14 feet to the POINT OF BEGINNING; containing 4.38 acres, more or less.

Subject to a City of Tallahassee power line easement over and across the East 50.00 feet thereof.

ALSO:

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PARCEL 2 -

Commence at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 21, Township 2 South, Range 1 East, Leon County, Florida, and thence run North 00 degrees 06 minutes 18 seconds East 320.77 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 00 degrees 12 minutes 40 seconds East 2337.49 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 21, thence run South 89 degrees 53 minutes 36 seconds East 470.51 feet to the centerline of the 100.00 foot right-of-way of a City of Tallahassee power line easement, thence run South 11 degrees 36 minutes 17 seconds East along said centerline 2385.36 feet to the Northerly boundary of a 60.00 foot roadway easement, thence run West along said Northerly boundary 958.96 feet to the POINT OF BEGINNING; containing 38.34 acres, more or less.

Subject to a City of Tallahassee power line easement over and across the East 50.00 feet thereof.

LESS AND EXCEPT:

Lot 5 - Commence at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 21, Township 2 South, Range 1 East, Leon County, Florida, thence run North 00 degrees 06 minutes 18 seconds East 320.77 feet to the Northerly boundary of a 60.00 foot roadway, thence run North 00 degrees 12 minutes 40 seconds East 450.00 feet for the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 12 minutes 40 seconds East 125.00 feet, thence run East 372.67 feet to the point on the center line of a 60.00 foot roadway, said point being on a curve concave to the Easterly, thence run Southerly along said center line and along said curve with a radius of 287.70 feet, through a central angle of 12 degrees 01 minutes 36 seconds for an arc distance of 60.39 feet, thence run South 15 degrees 14 minutes 14 seconds East along said center line 67.89 feet, thence leaving said center line run West 400.64 feet to the POINT OF BEGINNING; containing 1.10 acres, more or less.

Subject to a roadway easement over and across the East 30.00 feet thereof.

ALSO LESS AND EXCEPT:

Lot 6 - Commence at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 21, Township 2 South, Range 1 East, Leon County, Florida, thence run North 00 degrees 06 minutes 18 seconds East 320.77 feet to the Northerly boundary of a 60.00 foot roadway, thence run North 00 degrees 12 minutes 40 seconds East 575.00 feet for the POINT OF BEGINNING. From said POINT OF

BEGINNING continue North 00 degrees 12 minutes 40 seconds East 125.00 feet, thence run East 392.81 feet to the center line of a 60.00 foot roadway, thence run South 19 degrees 30 minutes 16 seconds West 13.61 feet to a point of curve to the left, thence run along said center line and along said curve with a radius of 287.70 feet, through a central angle of 22 degrees 42 minutes 54 seconds for an arc distance of 114.06 feet, thence leaving said center line run West 372.67 feet to the POINT OF BEGINNING; containing 1.09 acres, more or less.

Subject to a roadway easement over and across the East 30.00 feet thereof.

OR 117PC 1273

ALSO LESS AND EXCEPT:

Lot 27 - Commence at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 21, Township 2 South, Range 1 East, Leon County, Florida, and thence run East 1025.15 feet to the centerline of the 100.00 foot right-of-way of a City of Tallahassee power line easement, thence run North 10 degrees 59 minutes 36 seconds West along said centerline 877.71 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 85 degrees 57 minutes 40 seconds West 483.59 feet to a point on a curve on the centerline of a 60 foot roadway easement, said curve being concave to the Southeasterly, thence run Northerly along said centerline and along said curve with a radius of 287.70 feet, through a central angle of 22 degrees 42 minutes 54 seconds for an arc distance of 114.06 feet, thence run North 19 degrees 30 minutes 16 seconds East along said centerline 13.61 feet, thence leaving said centerline run East 430.78 feet to the centerline of said power line easement, thence run South 10 degrees 59 minutes 36 seconds East 162.04 feet to the POINT OF BEGINNING; containing 1.50 acres, more or less.

Subject to a roadway easement over and across the Westerly 30.00 feet thereof.

Subject to a power line easement over and across the Easterly 50.00 feet thereof.

ALSO LESS AND EXCEPT:

Lot 35 - Commence at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 21, Township 2 South, Range 1 East, Leon County, Florida, and thence run East 449.35 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 00 degrees 06 minutes 18 seconds East 290.76 feet, thence run East 182.08 feet, thence run South 00 degrees 06 minutes 18 seconds West 290.76 feet, thence run West 182.08 feet to the POINT OF BEGINNING; CONTAINING 1.22 acres, more or less.

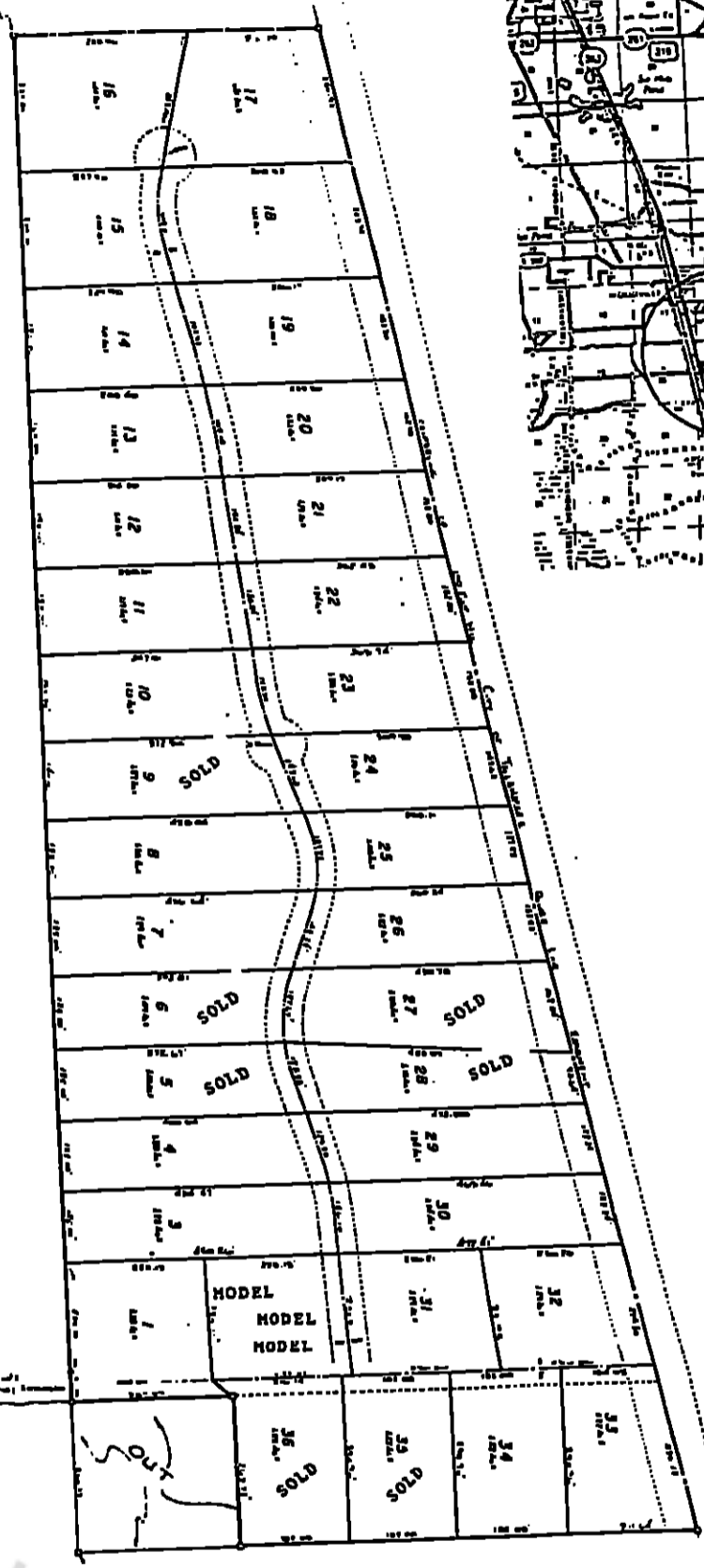
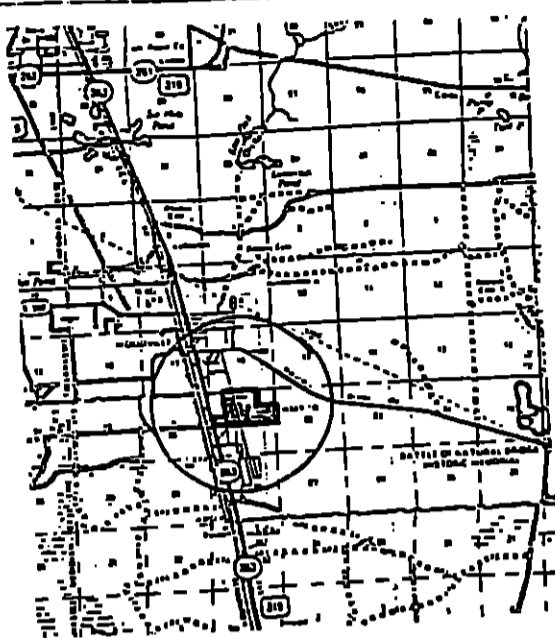
Subject to a roadway easement over and across the Northerly 30.00 feet thereof.

ALSO LESS AND EXCEPT:

Lot 36 - Commence at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 21, Township 2 South, Range 1 East, Leon County, Florida, and thence run East 267.27 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 00 degrees 06 minutes 18 seconds East 260.77 feet, thence run North 40 degrees 35 minutes 02 seconds West 45.35 feet, thence run East 216.14 feet, thence run South 00 degrees 06 minutes 18 seconds West 290.76 feet, thence run West 182.08 feet to the POINT OF BEGINNING; containing 1.22 acres, more or less.

Subject to a roadway easement over and across the Northerly 30.00 feet thereof.

OR1117PC1274



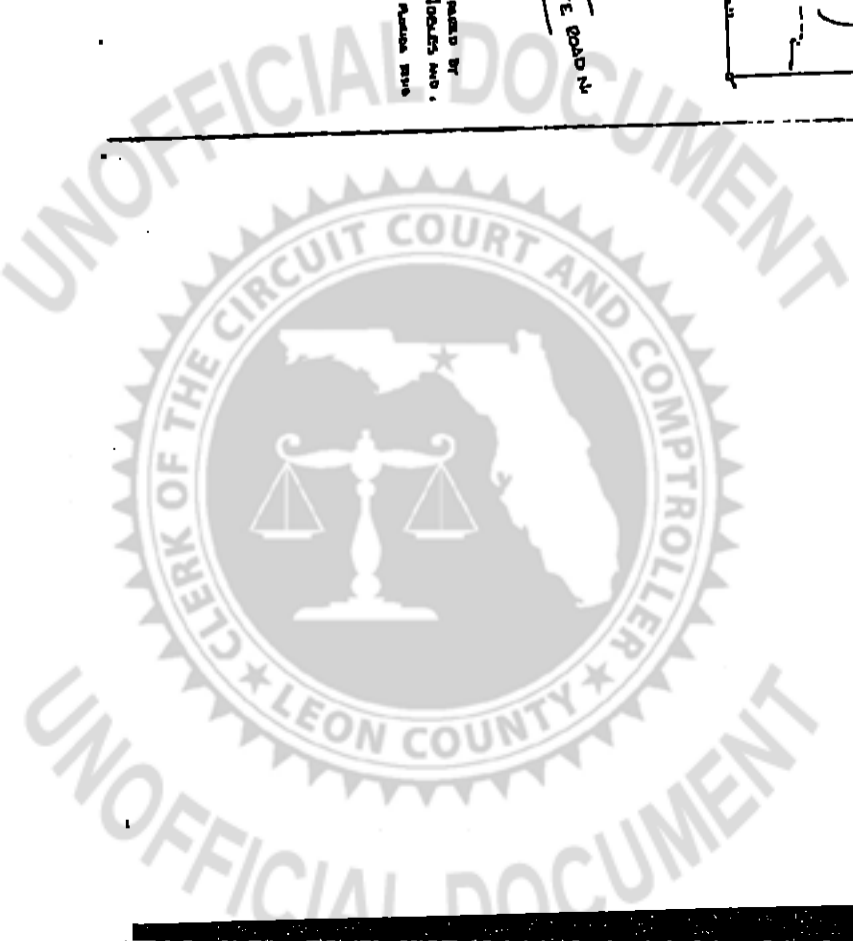
NATURAL WELLS SUBDIVISION

WOODLAND HOMES



MAP PREPARED BY
ALEX NORDS AND
ASSOCIATES, PUEBLO CO
198-9172

Exhibit "A"
PAGE 3 OF 4



OR1117PC1275

ALSO:

Begin at the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 21, Township 2 South, Range 1 East, Leon County, Florida, and run thence North 00 degrees 06 minutes 18 seconds East 260.77 feet to the Point of Beginning. From said Point of Beginning continue North 00 degrees 06 minutes 18 seconds East 60 feet, thence run North 89 degrees 50 minutes 47 seconds West 1160.21 feet to a point on the Easterly right of way boundary of State Road No. 363, thence run South 10 degrees 15 minutes 24 seconds East along said right of way 61 feet thence leaving said Right of Way run south 89 degrees 50 minutes 47 seconds East 1149.24 feet to the Point of Beginning, containing 1.59 acres, more or less.

EXHIBIT "A"

Page 4 of 4 Pages



A 60 foot roadway easement, lying 30 feet each side of the following centerline:

OR1117PG1276

Commence at a found concrete monument marking the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 21, Township 2 South, Range 1 East, Leon County, Florida and thence run North 00 degree 06 minutes 18 seconds East a distance of 260.77 feet to an iron pipe, thence continue North 00 degrees 06 minutes 18 seconds East 30.00 feet to the POINT OF BEGINNING of the centerline to be described herein. From said POINT OF BEGINNING run East along said centerline 968.14 feet to the centerline of a 100 foot power line easement to the City of Tallahassee and the end of said centerline.

ALSO: A 60 foot roadway easement, lying 30 feet each side of the following centerline:

Commence at a found concrete monument marking the Southwest corner of the Southeast Quarter of the

Northwest Quarter of Section 21, Township 2 South, Range 1 East, Leon County, Florida and thence run North 00 degree 06 minutes 18 seconds East a distance of 260.77 feet to an iron pipe, thence continue North 00 degrees 06 minutes 18 seconds East 30.00 feet to the centerline of a 60 foot roadway easement, thence run East along said centerline 466.42 feet to the POINT OF BEGINNING of the centerline to be described herein. From said POINT OF BEGINNING run along said centerline North 03 degrees 49 minutes 20 seconds West 285.07 feet to a point of curve to the left having a radius of 600.33 feet and a central angle of 11 degrees 24 minutes 54 seconds, thence run along said curve 119.60 feet (chord North 09 degrees 31 minutes 47 seconds West 119.39 feet), thence run North 15 degrees 14 minutes 14 seconds West 169.21 feet to a point of curve to the right having a radius of 287.70 feet and a central angle of 34 degrees 44 minutes 30 seconds, thence run along said curve 174.45 feet (chord North 02 degrees 08 minutes 01 seconds East 171.79 feet), thence run North 19 degrees 30 minutes 16 seconds East 116.80 feet to a point of curve to the left having a radius of 230.99 feet and a central angle of 38 degrees 12 minutes 18 seconds, thence run along said curve 154.03 feet (chord North 00 degrees 24 minutes 07 seconds East 151.19 feet), thence run North 18 degrees 42 minutes 02 seconds West 150.06 feet to a center of a 50 foot cul-de-sac, thence run Northwesterly along a centerline curve to the right having a radius of 540.59 feet for an arc distance of 119.51 (chord North 12 degrees 22 minutes 02 seconds West 119.27 feet), thence run North 06 degrees 02 minutes 02 seconds West 375.89 feet to a point of curve to the left having a radius of 1176.96 feet, thence run along said curve 119.90 feet (chord North 08 degrees 57 minutes 08 seconds West 119.84 feet), thence run North 11 degrees 52 minutes 14 seconds West 286.05 feet to a point of curve to the right having a radius of 233.03 feet, thence run along said curve 98.51 feet (chord North 00 degrees 14 minutes 22 seconds East 97.77 feet), thence run North 12 degrees 20 minutes 58 seconds East 50.00 feet to the center of a 50 foot radius cul-de-sac and the end of said centerline.

ALSO:

EXHIBIT "B" COMMON AREA

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OR1117PG1277

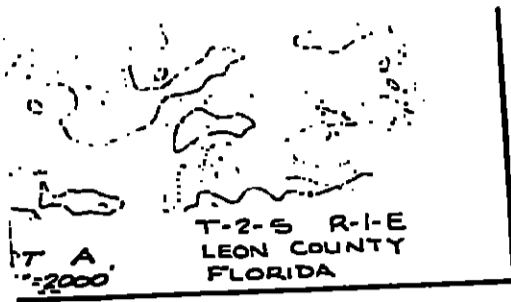
ALSO:

Begin at the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 21, Township 2 South, Range 1 East, Leon County, Florida, and run thence North 00 degrees 06 minutes 18 seconds East 260.77 feet to the Point of Beginning. From said Point of Beginning continue North 00 degrees 06 minutes 18 seconds East 60 feet, thence run North 89 degrees 50 minutes 47 seconds West 1160.21 feet to a point on the Easterly right of way boundary of State Road No. 363, thence run South 10 degrees 15 minutes 24 seconds East along said right of way 61 feet thence leaving said Right of Way run south 89 degrees 50 minutes 47 seconds East 1149.24 feet to the Point of Beginning, containing 1.59 acres, more or less.

EXHIBIT " B " COMMON AREA

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OR1117PG1278



THE N.W. 1/4 OF SECTION 21

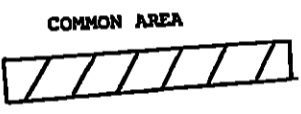
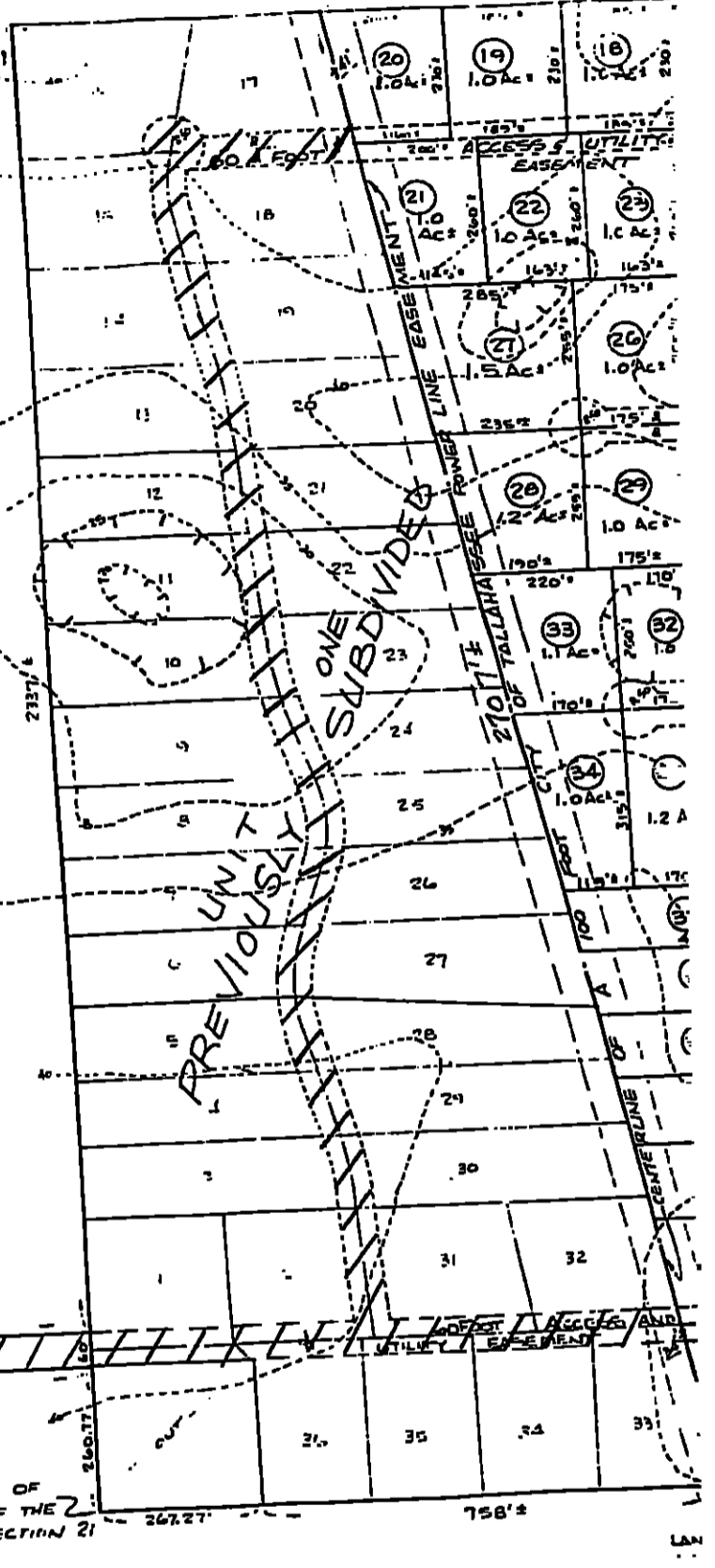
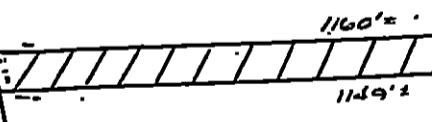


EXHIBIT " B " COMMON AREA
PAGE 3 of 3

STATE ROAD No. 363



S.W. CORNER OF THE N.W. 1/4 OF THE N.W. 1/4 OF SECTION 21

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